IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O. O. C. J.

SUMMARY SUIT NO.1796 OF 2001

Mr.Anil C. Mehta. ...Plaintiff.
Vs.
M/s.India Carpets & Furnishing Co. ...Defendant.
....
Mr.Sanjay Udeshi for the Plaintiff.
None for the Defendant.
.....

CORAM : DR.D.Y.CHANDRACHUD, J.
9th April 2007.

P.C.:

On the oral request of Counsel appearing on behalf of the Plaintiff, leave granted to amend the cause title by substituting the word “Furnishing” for the word “Furniture” in the name of the Defendant. Amendment to be carried out forthwith.

The writ of summons has been duly served on the Defendant at its correct address and an affidavit of service has been filed. The Defendant has not entered appearance.

The suit arises on a Bill of Exchange in the amount of Rs.1 lakh executed by the Defendant on 17th July 1998 for valuable consideration. The last payment of interest was made on 16th

March 2000. A notice of demand was issued on 1st January 2001 to which there is no reply.

The Defendant has been served with the writ of summons and an affidavit of service has been filed. The Plaintiff has tendered a compilation of the original documents upon which the claim has been duly established. The Defendant having failed to enter appearance despite service of writ of summons, the Plaintiff would in any event be entitled to a decree under Order 37 of the Code of Civil Procedure, 1908. The suit shall accordingly stand decreed in terms of prayer clause (a), subject to a modification that the Plaintiff would be entitled to interest at the rate of 9% per annum from the date of the suit until payment or realisation.

Refund of Court fee, if any, as per rules.

Issuance of a certified copy of the decree is expedited.

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